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Supplemental

STATE DOCUMENTS

THE  
STATE HIGHWAY COMMISSION  
Helena, Montana

SUPPLEMENTAL  
SPECIFICATIONS

ADDENDA  
and  
AMENDMENTS

to  
1959 EDITION  
of

Standard Specifications  
for

Road and Bridge  
Construction



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TO ALL HOLDERS OF BOOK OF STANDARD SPECIFICATIONS

The supplemental specifications, addenda and amendments contained herein are supplementary and amendatory to the 1959 Edition of the Standard Specifications for Road and Bridge Construction as issued by The State Highway Commission, Helena, Montana.

They shall be, and are hereby, made a part of said 1959 Edition and shall be, by this act, incorporated therein.

Additional instruments may be issued, at a later date, which shall be added to this issuance.

The effective date is shown for the various provisions contained herein. Any provisions edited subsequent to the date of the opening of bids on any project shall not apply or be considered retroactive, unless specifically made retroactive by date.

The provisions contained in this booklet must not be extracted herefrom and pasted or fastened into the Book of Specifications because of the effective date aspect.

All pages and provisions issued as a part of this booklet must remain therein, unless specifically directed otherwise. As additional provisions are issued, they will be numbered by pages and added at the back. The Table of Contents will be revised accordingly and reissued each time.

Issued as of the 1st day of January, 1959.

By

THE STATE HIGHWAY COMMISSION.

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HELENA MONTANA

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SUPPLEMENTAL SPECIFICATIONS  
PRECAST PRESTRESSED CONCRETE BEAM STANDARDS  
EFFECTIVE----JANUARY 1, 1959

The provisions set forth herein shall amend and be supplemental to Section 41 of the Standard Specifications.

SPECIFICATIONS. 1. Design: A.A.S.H.O. Standard Specifications for Highway Bridges, 1953 Edition, and "Criteria for Prestressed Concrete Bridges, Bureau of Public Roads", 1954.

2. Construction: State Highway Commission Standard Specifications for Road and Bridge Construction, 1959 Edition, as amended or supplemented.

LIVE LOAD. H20-S16(44) or alternate loading for bridges and floor systems with spans under 40 feet; two axles four feet apart with each axle weighing 24,000 lbs.; for 28-foot, 38-foot and 44-foot roadways. H15-S12 loading for 24-foot roadways.

MATERIALS. 1. Prestressed Concrete: All prestressed concrete shall have the fine aggregate, coarse aggregate, cement and water ratios properly proportioned by the engineer so as to attain a minimum compressive strength of 5,000 p.s.i. at the age of 28 days. The minimum compressive strength of the concrete at the transfer of prestress shall be 4,000 p.s.i.

The maximum size of aggregate shall be 1-inch.

All cement shall be low-alkali Portland cement of Type I, Type II or Type III, but only one type of cement shall be used for the precast prestressed beams for any one structure of adjacent structures.

Subject to the approval of the engineer, an admixture for water reduction in concrete in obtaining increased compressive strength may be used. The admixture, if used, shall be "Pozzolith" of Master Builders, "Plastiment" of Sika Chemical Co., or equal.

An air entraining agent shall not be added to any prestressed concrete.

2. Cast-in-Place Concrete: All cast-in-place concrete shall be Class "AD" conforming to the requirements of Section 46 of the Standard Specifications.

All cement for cast-in-place concrete shall be Type II.

An air entraining agent shall be added to all cast-in-place concrete.

3. Mild Steel Reinforcement: All reinforcing steel shall be of deformed bars of intermediate grade billet steel conforming to A.S.T.M. Specification A15-54T. Deformations shall conform to A.S.T.M. Specifications A305-50, except as otherwise noted.

4. Structural Steel: All structural steel for the end anchorages of the post tensioned beams, bearing devices, and expansion dams shall conform to A.S.T.M. Specification A7-55.

5. Prestressing Reinforcement: Prestressing reinforcement shall be high-tensile wire, high-tensile wire strand or rope, or high-tensile alloy bars, and shall not be galvanized.

If wire or strand is used, it shall have an elongation at rupture of not less than 3 per cent in 10 inches. Bars, if used, shall have an elongation at rupture of not less than 4 per cent in a distance of 20 diameters.

6. Permissible Variations in Gauge of Wire: The dimensions of the wire, on any diameter, shall not vary more than plus or minus 0.003-inch from the specified nominal diameter. The difference between the maximum and minimum diameters, as measured on any given cross section of wire, shall not be more than 0.003-inch. The wire shall be free from injurious defects and shall have a workmanlike finish with smooth surface.

7. Pretensioning Steel: Individual tendons in all pretensioned sections shall consist of 7-wire cable strands which have a nominal diameter of 3/8-inch and a minimum ultimate strength of 250,000 p.s.i. An initial tensile force of 14,000 lbs. shall be applied to each strand in all beams.

8. Post Tensioning Steel: Before any materials are ordered or any work started, the contractor shall submit to the engineer for approval complete details of the method, materials, and equipment he proposes to use in the prestressing operations. Such details shall outline the method and sequence of stressing, complete specifications and details of the prestressing steel and anchorage devices, anchoring stresses, type of enclosures, and all other data pertaining to the prestressing operations. The arrangement of prestressing units shall be such that the center of gravity of the prestressing reinforcement follows the path shown on the plans. The total relaxed post tensioned forces which are required for the various beams are given in tabular form on the applicable standard drawing. These relaxed forces shall be obtained by applying initial tensile forces of sufficient magnitude to allow for all substantial losses, including those for creep, shrinkage, elastic deformation, friction and efficiency of end anchorages.

9. Conduit: The conduit used to protect the prestressing reinforcement during pouring of the concrete in the post tensioned beams shall be metallic, and completely mortar-tight so that mortar cannot enter the conduit which would later hinder the free movement of the prestressing reinforcement during the stressing operations. The conduit shall be strong enough to maintain its shape under such forces as will come upon it during handling, and during placing and vibration of the concrete. It shall have an inside diameter 1/4-inch greater than the diameter of the bar, group of wires, or strand which it encloses. Rubber sheaths may be used in lieu of metallic conduit provided they are completely removed prior to any grouting of the prestressing reinforcement, and provided that they fulfill the other requirements specified herein.

10. Grout for Conduits: Grout used for filling conduits in the post tensioned prestressed beams shall be mixed to the consistency of thick paint and in the following proportions:

1 part Portland cement  
3/4 part (maximum) sand passing a No. 30 sieve  
3/4 part (maximum) water, by volume

Aluminum powder shall be added to the grout as follows:

From 2 to 4 grams of powder (about 1 or 2 teaspoonsful) shall be added for each sack of cement used in the grout.

The exact amount of aluminum powder shall be designated by the engineer. The distribution per batch of mortar shall be carefully weighed. A number of weighings may be made in the laboratory and doses placed in glass vials for convenient use in the mix. Batches of grout shall be made small enough so that the batch may all be used up in less than 45 minutes, as the action of the aluminum becomes very weak after this period of time. The aluminum powder shall be blended with pumicite or other inert powder in the proportion

of one part aluminum to 50 parts pumicite (or other inert powder) by weight. The blend shall be thoroughly mixed with the cement and sand before water is added to the batch, as it has a tendency to float in the water. The amount of the blend used should vary from 4.5 ounces per sack of cement for concrete having a temperature of 70° F. to 7 ounces for concrete having a temperature of 40° F. The aluminum powder shall be of the unpolished variety. After all the ingredients are added, the batch shall be mixed for three minutes.

11. Grout Tubes: Any grout tubes used for grouting the conduits in the post tensioned prestressed beams shall be of good grade commercial black or galvanized iron pipe.

12. Testing: All wire, strand, or bars to be shipped to the site shall be assigned a lot number and tagged for identification purposes. Anchorage assemblies to be shipped shall be likewise identified.

All samples submitted shall be representative of the lot to be furnished and, in the case of wire or strand, shall be taken from the same master roll.

All of the materials specified for testing shall be furnished free of cost and shall be delivered in time for tests to be made well in advance of anticipated time of use.

The vendor shall furnish for testing the following samples selected from each lot; if ordered by the engineer, the selection of samples shall be made at the manufacturer's plant by the inspector:

Pretensioning Method: Samples at least 7 feet long shall be furnished of each strand size. A sample shall be taken from each end of every coil.

Post-tensioning Method: Samples of the following lengths shall be furnished:

For wires requiring heading, 5 feet.

For wires not requiring heading, sufficient length to make up one parallel-lay cable 5 feet long consisting of the same number of wires as the cable to be furnished.

For strand to be furnished with fittings, 5 feet between near ends of fittings.

For bars to be furnished with threaded ends and nuts, 5 feet between threads at ends.

Anchorage Assemblies: Two anchorage assemblies shall be furnished, complete with distribution plates of each size and type to be used, if anchorage assemblies are not attached to reinforcement samples.

13. Inspection: An inspector representing the engineer shall have free entry, at all times while the work on the contract is being performed, to all parts of the manufacturer's works which concern the manufacture of the materials ordered. The manufacturer shall afford the inspector, without charge, all reasonable facilities to satisfy him that the material is being furnished in accordance with the plans and specifications.

14. Rejection: Material which shows injurious defects during or previous to its installation in the structure shall be rejected.

CONSTRUCTION. 1. General: Unless otherwise approved by the engineer, the contractor shall certify to the engineer that a technician skilled in the prestressing method to be used will be available to the contractor to give as much aid and

instruction in the use of the prestressing equipment and installation materials as may be necessary to obtain satisfactory results.

Deviations from approved prestressing details will not be permitted unless details of such deviations are submitted, in advance of use, for approval by the engineer. The approval on the part of the engineer of any proposed method, materials or equipment shall not be construed as relieving the contractor, in any respect, of full responsibility for sufficiently completing the prestressing operations in accordance with the requirements of the plans and these specifications.

Safety measures must be taken by the contractor to prevent accidents due to possible breaking of the prestressing steel or the slipping of the grips during the prestressing process.

2. Precast Prestressed Beams: Forms for the precast prestressed beams shall be of substantial construction. The cross sectional dimensions of the finished beams shall be those shown on the respective standard drawings. In order to allow for the elastic shortening of the prestressed beams and for normal concrete shrinkage, the overall lengths of the beams, at time of casting, shall be increased by the amount shown on the plans.

All prestressing steel shall be protected at all times from corrosion or damage. Before being placed in the conduits or stretched between abutments in a pretensioning bed, the steel shall be carefully cleaned of all rust, dirt, grease, oil or other foreign matter. The placing of all reinforcement, enclosures, prestressing steel, grout tubes, conduits, end anchorages, lifting eyes, etc., shall be inspected by the engineer and approved by him before any concrete is placed in the forms. If the prestressing system requires end anchorage plates, or if the end anchorages themselves provide sufficient bearing area, these plates or anchorages shall be in place and securely fastened so that the plane of the plate or end anchorage is exactly normal to the axis of the prestressing steel, and the concrete shall be poured directly against the bearing faces. Any recesses required to suit the prestressing materials used shall be formed at the ends of the beams and filled with mortar after prestressing and anchoring has been accomplished. Prestressing steel and any enclosures used shall be securely held in position by spacer rods, wires, ties, etc. No deviation, horizontally or vertically, from the position shown on the plans or approved by the engineer greater than 1/8-inch will be allowed.

Concrete shall not be deposited in the forms until the engineer has inspected the placing of all reinforcement and prestressing materials, lifting eyes, bolts, dowels, pipes, etc., and given his approval thereof. The concrete shall be vibrated using both internal and external vibrators, if required, to secure thorough compaction of the concrete. The vibrating shall be performed with care and in such manner as to avoid displacement of reinforcing, prestressing steel, lifting eyes, dowels, pipes, or any other items embedded in the concrete.

Steam curing of precast prestressed beams will be permitted in lieu of water curing. Membrane curing will not be permitted. If the contractor elects to cure with steam or by any other special method, the method and its details shall meet with the approval of the engineer. Curing shall be continued until the design strength for the application of the prestressed force (4,000 p.s.i.) is reached, and care shall be taken to prevent drying until the design

strength of 5,000 p.s.i. is reached.

The finish surfaces of the precast prestressed beams shall comply with the requirements of 'ordinary finish' as set forth in Paragraph (1), Article 46.05(m), Subsection 46.00, of the Standard Specifications.

3. Prestressing: The prestressed beams shall be prestressed after the concrete has attained a minimum strength of 4,000 p.s.i. as determined by cylinder tests. The wires, strands, bars, or cable shall be accurately held in position and stressed by hydraulic jacks. If pretensioned prestressed beams are constructed, several units may be formed, end-to-end, and the strands stressed at one time. In this case, sufficient space must be left between the ends of adjacent units to permit access to the steel for cutting after the concrete has attained the required strength. Pretensioned strands shall be released and post tensioned bars or cables shall be stressed in such order that lateral eccentricity of the pre-stressing force will be a minimum.

If not done by the manufacturer, wire and strand shall be stress relieved or over-stressed at the time of prestressing. Over-stressing shall consist of applying a jacking stress to the wire or strand, prior to anchoring, of not less than 115 per cent of the initial stress, and maintaining this stress for 2 minutes. The stress shall then be reduced to the required initial stress and the wires or strands anchored.

Jacks shall be equipped with accurate reading, calibrated hydraulic pressure gauges to permit the stress in the prestressing steel to be computed at any time. A certified calibration curve shall accompany each jack. All special equipment, jacks, or other devices that may be required for performing the prestressing operations in a satisfactory manner shall be furnished by the contractor. The engineer may require a check of the calibration or recalibration of any jack during the prestressing operations. All costs for such testing or recalibration shall be borne by the contractor.

The design data and the final required prestressed forces given on the plans or approved by the engineer shall be used to determine the required initial prestressing forces. These initial prestressing forces, further adjusted if necessary for any losses due to friction, take-up in end anchorages, etc., shall be jacked into the prestressing units. Accurate measurements of the elongation of the prestressing reinforcement shall be taken and used to check the prestressing force indicated from the jack gauge readings. A record shall be kept of the jacking force and the elongations produced thereby and a copy thereof shall be furnished the engineer. Simultaneous jacking from both ends of the prestressed beams may be required.

4. Grout: After completion of the post tensioning operations, all conduits shall be first flushed out with water and then blown out with air. If a rubber sheath has been used as the enclosure, it shall be completely removed and the void treated as described above. The conduit or void shall then be entirely filled with the specified grout under a pressure of not to exceed 100 p.s.i. This grouting operation shall be continued until a steady flow of the grout is emitted from the pipe opening at the other end of the conduit being grouted. This opening shall then be closed while the grout is under pressure, and finally the grouting tube connection closed. The final pressure placed on the grout shall be 50 to 100 p.s.i.

5. Storing, Hoisting and Handling: Care shall be taken during the storage, hoisting and handling of the precast beams to prevent cracking or damage. Members damaged by improper storing or handling shall be replaced by the contractor at his own expense. No pre-stressed concrete beam shall be moved from the location at which it was cast until the concrete has attained the 4,000 p.s.i. compressive strength and the beam has been prestressed. The beam shall be maintained in a vertical position during any handling or while being transported. During storage or transportation, the beam shall be supported by cross timbers located near the ends of the beams and directly under the lifting eyes. Lifting of the beams shall be done only by use of the lifting eyes. During lifting of the beams, spreaders shall be used between the slings to eliminate the horizontal component of the lifting force applied to the beams.

**METHOD OF MEASUREMENT.** The quantity to be paid for shall be the actual number of units of precast pre-stressed beams of the different lengths required, precast, pre-stressed, erected complete in place, and accepted. Each beam of the different lengths required shall constitute a unit, and shall include all prestressing reinforcement, conduit, end anchorages, mild steel reinforcement, bearing plates, rockers, base plates, lifting eyes, embedded pipes, grout, bolts, etc., and any other materials called for on the plans.

**BASIS OF PAYMENT.** The precast prestressed beams shall be paid for at the unit price bid per beam, determined as provided above, complete in place, which price and payment shall constitute full compensation for furnishing all materials, pre-casting, prestressing, transporting, and erecting complete in place, and for all labor, equipment, tools and incidentals necessary to complete the item.

Item Numbers

See Section 41, 1959 Edition, Standard Specifications.

THE STATE HIGHWAY COMMISSION  
HELENA MONTANA

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SUPPLEMENTAL SPECIFICATIONS  
TREATED TIMBER STRUCTURES  
EFFECTIVE----JANUARY 1, 1959

The provisions set forth below shall amend and be supplementary to Section 43, "Timber Structures".

**TREATED TIMBER PILES.** For treated piles, Douglas fir, Southern yellow pine, or western larch timber shall be used. The quality of piles shall be as set forth in Section 52 of the Standard Specifications. Treating, minimum net retentions, and penetration of preservative shall be as set forth in Section 51 of the Standard Specifications.

**TREATED AND UNTREATED TIMBER.** Timber for use in treated timber trestles shall be standard sawn intermountain Douglas fir, western larch or Pacific Coast Douglas fir.

Pacific Coast Douglas fir timber shall be graded in accordance with the "Standard Gradings and Dressing Rules" of the West Coast Lumbermen's Association, Book 15, effective March 15, 1956. The following grades shall be used in the various portions of the structures:

Stringers & Caps	"Select Structural"-Beams and Stringers, 1900f	124a
Sills, Posts & Rail Posts	"Select Structural"-Posts & Timbers, 1500c	125a
Laminated Decking	"Select Structural"-Light Framing, 1900f	122a
Wheel Guards	"Construction"-Posts & Timbers (Close Grain) 1200c	125b, 504b
Bracing & Struts (5x5 & Larger)	"Construction"-Posts & Timbers, 1200c	125b
Bracing (sway, sash & longitudinal);		
Bulkhead, sidewalk & Firestop plank;		
Railing, Rail Post Fills, 4"x18" solid Bridging & Miscellaneous	"Construction"-Joists & Planks, 1500f	123b
6"x18" Solid Bridging & Wing Caps	"Construction"-Beams & Stringers, 1500f	124b
2"x4" Cross Bridging	"Industrial"-Light Framing, 1500f	153b

Intermountain Douglas fir and larch timber used in the various portions of the structures shall be graded under the "Standard Grading Rules" of the Western Pine Association, effective January 1, 1953, and shall be of the quality indicated by the grade and the paragraph of the grading rules describing it, as follows:

## TREATED TIMBER STRUCTURES - Continued

Item	Grade	DOUGLAS FIR	Grade	LARCH
Item	Paragraph	Paragraph	Paragraph	Paragraph
Caps & Stringers	Select Structural Posts and Timbers Structural Posts and Timbers	595-600 incl.	Select Structural Posts and Timbers Structural Posts and Timbers	556-560 incl.
Wing Caps, Sills, Posts and Rail	Structural Posts and Timbers	608-614 incl.	Structural Posts and Timbers	567-572 incl.
Laminated Decking	Structural Joist and Plank	615-622 incl.	Structural Joist and Plank	573-580 incl.
Wheel Guards	Common Structural Posts and Timbers (Close Grain)	623-629 incl.	Common Structural Posts and Timbers (Close Grain)	581-587 incl.
Bracing and Struts (5 x 5 and Larger) Solid Bridging	Common Structural Posts and Timbers	623-629 incl.	Common Structural Posts and Timbers	581-587 incl.
Bracing (sway, sash and longitudinal); Bulkhead, Sidewalk and Firestop, Plank, Railing, Post Fills, Cross Bridging and Miscellaneous	Common Structural Joist and Plank	630-636 incl.	Common Structural Joist and Plank	588-594 incl.

All material for rail posts and the outside stringer on each side of each span shall be FOHC (side cut). All other timber may be boxed heart.

The amount of preservative to be used shall be as set forth in the Standard Specifications, and this amount shall be retained in the timber unless the preservative has been injected to refusal.

Penetration shall be based upon black or dark oil, and in no case will light discoloration of the wood, due to treatment, be taken into consideration in measuring depth of penetration. The minimum depth of penetration shall be not less than  $1/2$ " in pieces 5 inches or more in thickness or  $3/8$ " in pieces less than 5 inches thick. Holes made for determination of penetration of preservative shall be plugged with tight fitting treated wood plugs.

**NAILING.** Where nails are to be driven near the end of a piece of timber, it may be necessary to drill holes for nails in order to avoid splitting the piece. The holes shall be drilled smaller in diameter than the nails in order to insure a tight fit, and only the piece being fastened shall be drilled.

**CONSTRUCTION DRAWINGS.** Timber to be treated for preservation shall be cut and framed prior to treatment. Drawings shall be prepared showing cutting, framing and boring details, dimensions, size of material, and other information and data necessary for fabrication and erection of the treated timber. Prints of these drawings shall be furnished to the engineer in quadruplicate for approval of details before framing work is begun. Approval by the engineer shall only extend to compliance with plans and specifications and shall not relieve the contractor from responsibility for final dimensions and fit of work.



THE STATE HIGHWAY COMMISSION  
HELENA MONTANA

SUPPLEMENTAL SPECIFICATIONS  
RAILROAD PROTECTIVE LIABILITY FORM  
(State or Federal Highway Projects)  
EFFECTIVE----JANUARY 1, 1959

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Copies of the policy form, representative of the type required in conjunction with projects located on or near Railroad Property, are not included in this issuance of the Supplemental Specifications.

Copies may be obtained from the Office Engineer at Helena, Montana upon request.



THE STATE HIGHWAY COMMISSION  
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SUPPLEMENTAL SPECIFICATIONS  
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INTERSTATE  
B. ADDENDA

I. APPLICATION. These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piecework, station work or by subcontract.

The contractor shall insert in each of his subcontracts all of the stipulations contained in these Required Provisions and such other stipulations as may be required.

A breach of any of the stipulations contained in these Required Provisions may be grounds for termination of the contract.

II. EMPLOYMENT LISTS: LABOR SELECTION. A local public employment agency will be designated by the Montana State Employment Service to prepare the employment lists for the project. At or prior to the contract award, the contractor will be advised of the exact designation and location of the agency selected for this purpose, and the name and location of such agency shall be inserted in the contract.

III. NONDISCRIMINATION OF EMPLOYEES. In the performance of this contract, the contractor shall not discriminate against any worker because of race, creed, color, or national origin.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGES. These contract provisions are supplemented by the Wage Determination Decision of the Secretary of Labor which sets forth certain predetermined minimum wage rates. The contractor shall pay not less than those rates.

The schedule contained in the Wage Determination Decision of the Secretary of Labor, which is attached hereto and made a part hereof, furnishes the minimum hourly rates of wages required to be paid to the various laborers and mechanics employed by contractors and subcontractors on the construction work embraced by the contract, these rates having been determined by the Secretary of Labor pursuant to Section 115 of the Federal-Aid Highway Act of 1956 to be those prevailing on the same type of work on similar construction in the immediate locality in accordance with the Act of August 30, 1935, known as the Davis-Bacon Act (40 U.S.C. Sec. 276-a).

The wage rates contained in this decision are straight hourly wage rates. In some areas contractors and labor organizations in the construction industry have collectively bargained for health and welfare fund contributions. Such contributions are not included in wage rates determined by the Secretary of Labor.

No laborers or mechanics may be employed on the work except in accordance with the classifications set forth in the schedule mentioned above; provided, however, that in the event additional classifications are desired, application shall be made by the contractor to the State Highway Department and (1) the State shall request appropriate classifications and rates from the Secretary of Labor, or (2) if there is urgent need for any additional classification of laborers and mechanics to avoid undue delay in the work, the contractor may employ such laborers and mechanics at

rates conformable to the Secretary's decision provided he has made written application through the State Highway Department addressed to the Secretary of Labor for a supplemental decision, and provided further that the contractor will retroactively adjust, upon receipt of the supplemental decision, any wages of laborers or mechanics if the rates determined by the Secretary of Labor exceed the rates paid by the contractor.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

All mechanics and laborers employed or working upon the site of the work shall be paid unconditionally and not less often than once a week; and without subsequent deduction or rebate on any account, the full amounts due at time of payment computed at wage rates not less than those contained in the schedule except such payroll deductions as are permitted by the Anti-Kickback Regulations referred to in Section V of these Required Provisions, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers and mechanics.

The Wage Determination Decision shall be posted by the contractor, in a manner prescribed by the Bureau of Public Roads, at the site of the work in a prominent place where it can be easily seen by the workers.

The State Highway Department may withhold or cause to be withheld from the contractor so much of the amounts due the contractor as may be considered necessary to insure payment to laborers and mechanics employed by the contractor or any subcontractor on the work the full amount of wages required by the contract.

Apprentices will be permitted to work only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, U. S. Department of Labor; or if no such recognized Council exists in a State, under a program registered with the Bureau of Apprenticeship, U. S. Department of Labor.

**V. AFFIDAVITS AND PAYROLLS.** The regulations of the Secretary of Labor, under the "Anti-Kickback" Act, as amended, 18 U.S.C. 874, 40 U.S.C. 276c, are hereby made a part of the contract.

In accordance with the above act, as amended, and regulations, each week the contractor and each subcontractor shall furnish to the resident engineer a sworn affidavit, with respect to the wages paid during the preceding weekly payroll period, in the form prescribed by the regulations as follows:

State of \_\_\_\_\_) )  
County of \_\_\_\_\_) ss.

I, \_\_\_\_\_ (name of party signing affidavit) \_\_\_\_\_  
\_\_\_\_\_(title), being duly sworn, do depose and say: That  
I pay or supervise the payment of the persons employed by \_\_\_\_\_  
\_\_\_\_\_(contractor or subcontractor) on the \_\_\_\_\_  
\_\_\_\_\_(building or work); that during the payroll period

commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ (contractor or subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full weekly wages earned by any person, other than permissible deductions, as defined in the regulations under the "Anti-Kickback" Act, as amended, 40 U.S.C. 276c and described below:

(Paragraph describing deductions, if any).

\_\_\_\_\_  
(Signature and Title)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

This affidavit shall be prepared and filed by the contractor and each subcontractor in triplicate with the resident engineer on State furnished forms, the original copy for transmission to the Bureau of Public Roads and the other two copies are for use by the State.

The filing of weekly affidavits with the resident engineer on a project shall be considered compliance with the regulations for filing such documents.

The contractor and each subcontractor shall report, upon the completion of the contract, a summary statement of all employment, indicating for the completed project the total hours worked and the total amount earned. This report shall be submitted to the resident engineer together with the data required in Section VII, hereof, relative to materials and supplies.

Employment records will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The contractor will make his employment records available for inspection by authorized representatives of the contracting agency, and the Bureau of Public Roads pursuant to Section 115(a) of the Federal-Aid Highway Act of 1956, and the Secretary of Labor pursuant to Reorganization Plan No. 14 of 1950 and 29 CFR Part 5, and will permit such representatives to interview employees during working hours.

The contractor will submit weekly two (2) certified copies of all payrolls to the State Highway Department for transmission to the Bureau of Public Roads. The certification will affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work being performed.

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for

the full amount, without a discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No laborers shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents, nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks or other equipment from individuals. No such rental agreement, or any charges for feed, gasoline, supplies, or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

**VI. EMPLOYMENT CLASSIFICATION REPORTS.** The contractor and each subcontractor shall furnish, for the weekly payroll periods nearest to January 15, April 15, July 15 and October 15, a summary statement with respect to employment, broken down into the four classifications enumerated below. Such summary statement shall indicate for the payroll period covered the total number of employees, the total hours worked and the total amount earned for each of the four classifications, and the totals for the four classifications combined. The quarterly summary statement data shall be submitted on Form PR-110, which will be furnished for this purpose upon request, or on any other form which provides for reporting identical information.

- (1) Executive or Administrative: Employees in this category shall be classified in accordance with the definitions for Executive and Administrative employees as adopted by the Secretary of Labor under the Fair Labor Standards Act, as amended, and in effect at the time of invitation for bids.
- (2) Skilled: Skilled labor shall include the operators of complex, heavy power equipment and skilled craftsmen of the journeyman grade.
- (3) Intermediate grade: Intermediate grade labor shall include:
  - (a) Operators of power equipment except:  
Complex, heavy power equipment  
Trucks of 1-1/2 tons or less (manufacturer's rated capacity)  
Tractors of less than 20 horsepower (manufacturer's rated capacity)  
Passenger cars
  - (b) Persons performing any other labor which requires considerable training and experience

(4) Unskilled: Unskilled labor shall include:

- (a) Operators of trucks of 1-1/2 tons or less (manufacturer's rated capacity), operators of tractors of less than 20 horsepower (manufacturer's rated capacity), and operators of passenger cars.
- (b) Helpers to journeyman craftsmen and all other labor which requires no special skill or experience or the exercise of discretion and independent judgment.

**VII. RECORD OF MATERIALS AND SUPPLIES.** The contractor shall maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed below and in the units shown. Upon completion of the contract, this record, together with the final labor summary required in Section V hereof, shall be submitted to the resident engineer for the project on Form PR-47 in accordance with instructions thereon, which will be furnished for this purpose upon request, or upon any other form which provides for reporting identical information. The quantities for the listed items shall be reported separately for roadway and for structures over 20 feet long as measured along the center line of the roadway.

1. Cement: All cements used, whether standard, natural, high-early-strength, or other special types, shall be reported in barrels.

2. Aggregates (Commercial): This item shall include only those aggregates (sand, gravel and crushed stone or rock) that the contractor purchases from commercial producers and shall be reported either in tons or cubic yards. Aggregates produced by the contractor shall be reported under Item 15.

3. Bituminous Materials: All bituminous materials purchased by the contractor shall be reported in gallons. This item shall include all liquid asphaltic materials such as S.C., M.C., R.C., and emulsion and all asphaltic cements and tars. All petroleum fuels, lubricating oils and grease shall be reported under Item 9, Petroleum Products.

4. Lumber: This item shall include plywood, pressed wood, other form lumber; all lumber used for falsework, bridge timbers, floor planks, guard rail, fences; and any other lumber product, except timber piling, and shall be reported in thousand board feet.

5. Timber Piling: This item shall be reported in linear feet.

6. Corrugated Metal Culvert: This item shall include factory riveted corrugated pipe, structural plate pipe, pipe-arches and arches. Quantities for these structures shall be reported in linear feet for each size used.

7. Reinforcing Steel: This item shall be reported in pounds, and shall include all steel used as reinforcing in pavements and/or structural concrete.

8. Structural Steel: This item shall be reported in pounds, and shall include fabricated bridge steel, steel H-piling, and sheet piling.

9. Petroleum Products: This item shall be reported in gallons, and shall include supplies such as gasoline, lubricating oil, grease, diesel fuel or fuel oil used in the operation of equipment or on incidental work connected with the construction of the project.

10. Explosives: This item shall be reported in pounds and shall include all explosives used in the construction of the project. Caps and fuses shall not be included in this item.

11. Ready-mixed Concrete: This item shall include all concrete used on the job that is purchased in a prepared condition ready for placement as it reaches the job and shall be reported in cubic yards.

12. Premixed Bituminous Paving Materials: This item shall include all bituminous paving mixtures, including rock asphalt, used on the job and shall be reported in tons.

13. Concrete Culvert and Drain Pipe: This item shall include both plain and reinforced pipe used on the job and shall be reported in linear feet for each size used.

14. Clay Pipe and Drain Tile: This item shall include all clay pipe and tile used on the job and shall be reported in linear feet for each size used.

15. Aggregates Produced (other than Commercial): This item shall include only the quantity of aggregates (sand, gravel, and crushed stone or rock) that is produced by the contractor. The quantity shall be reported either in tons or cubic yards.

16. Miscellaneous Steel: This shall include an estimated total weight of steel products not covered by Items 6, 7, or 8, such as steel guard-rail, fences, cast iron pipe, tubular piling, joint devices, nails, etc. The quantity shall be reported in pounds.

Where subcontractors are involved the general contractor shall submit either a single report covering work both by himself and all his subcontractors, or he may submit separate reports for himself and for each of his subcontractors.

**VIII. NON-COLLUSION PROVISION.** Section 17(b) of the Federal-Aid Highway Act of 1954 requires as a condition precedent to approval by the Commissioner of Public Roads of the contract for this work that the contractor file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to by the successful bidder before such persons as are authorized by the laws of the State to administer oaths. The original of such sworn statement shall be filed with the State Highway Commission prior to the award of the contract.

The first two sheets of the Instruction to Bidders are copies of the affidavit as required by the above paragraph and each bidder shall execute said affidavits in duplicate and return both with his Proposal in the envelope provided for that purpose, addressed to the State Highway Commission at Helena, and properly endorsed to identify the contemplated improvement.

**IX. ASSIGNING OR SUBLetting OF CONTRACT.** All of the Provisions of Article 08.01 of the 1959 Edition of the Standard Specifications for Road and Bridge Construction shall prevail except as herein modified: The Contractor shall give assurance that the minimum wage for labor as stated in his proposal shall apply to labor performed on all

work sublet, assigned or otherwise disposed of in any way.

Three (3) certified and duly executed copies of the Subcontract documents accompanied by one (1) certified copy of the Consent of Surety of the prime contractor are required by the State Highway Commission.

**X. SAFETY AND ACCIDENT PREVENTION.** In the performance of this contract, the contractor shall comply with applicable Federal, State and local laws governing safety, health and sanitation. The contractor shall furnish such additional safeguards, safety devices and protective equipment and shall take such actions as the contracting officer may determine are reasonably necessary to protect the life and health of employees and of the public. The contractor shall maintain an accurate record of all accidents arising out of and in the course of employment on work under this contract resulting in death, occupational disease or injury requiring medical attention or causing loss of time from work. The contractor shall report such accidents to the contracting officer on forms furnished by the contracting officer, or with the approval of the contracting officer, may furnish extra copies of forms used to report such accidents to State Workmen's Compensation Commission or other similar official group.

**XI. REQUIRED CONTRACT SPECIAL PROVISION.** The contractor shall submit to the State Highway Department, with each voucher for progress or final payment for any work performed under the contract, a certified statement that the wage rates paid by the contractor and his subcontractors to laborers and mechanics employed on the work covered by such voucher are not less than those determined by the Secretary of Labor and that the classification set forth for each laborer or mechanic conforms with the work being performed. This certificate shall be in substance as follows:

The undersigned, contractor on \_\_\_\_\_ hereby certifies that  
Project No. \_\_\_\_\_  
all laborers and mechanics employed by him or by any subcontractor performing work under the contract on the project have been paid wages at rates not less than those predetermined by the Secretary of Labor as stated in the contract provision, and that the work performed by each such laborer or mechanic conforms to the classification set forth in said provision applicable to the wage rate paid.



I. APPLICATION. These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piecework, station work or by subcontract.

The contractor shall insert in each of his subcontracts all of the stipulations contained in these Required Provisions and such other stipulations as may be required.

A breach of any of the stipulations contained in these Required Provisions may be grounds for termination of the contract.

II. EMPLOYMENT LISTS: LABOR SELECTION. A local public employment agency will be designated by the Montana State Employment Service to prepare the employment lists for the project. At or prior to the contract award, the contractor will be advised of the exact designation and location of the agency selected for this purpose, and the name and location of such agency shall be inserted in the contract.

III. NONDISCRIMINATION OF EMPLOYEES. In the performance of this contract, the contractor shall not discriminate against any worker because of race, creed, color, or national origin.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGES. These contract provisions are supplemented elsewhere in the contract by special provisions which set forth certain predetermined minimum wage rates. The contractor shall pay not less than those rates.

V. AFFIDAVITS AND PAYROLLS. The regulations of the Secretary of Labor, under the "Anti-Kickback" Act, as amended, 18 U.S.C. 874, 40 U.S.C. 276c, are hereby made a part of the contract.

In accordance with the above act, as amended, and regulations, each week the contractor and each subcontractor shall furnish to the resident engineer a sworn affidavit, with respect to the wages paid during the preceding weekly payroll period, in the form prescribed by the regulations as follows:

State of \_\_\_\_\_ } ss:  
County of \_\_\_\_\_ }

I, \_\_\_\_\_ (name of party signing affidavit) \_\_\_\_\_ (title), being duly sworn, do depose and say: That I pay or supervise the payment of the persons employed by \_\_\_\_\_ (contractor or subcontractor) on the \_\_\_\_\_ (building or work); that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ (contractor or subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full weekly wages earned by any person, other than permissible deductions, as defined in the Regulations under the "Anti-Kickback" Act, as amended, 40 U.S.C. 276c and described below:

(Paragraph describing deductions, if any).

(Signature and Title)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

My Commission expires \_\_\_\_\_.

(Signature of Notary)

This affidavit shall be prepared and filed by the contractor and each subcontractor in triplicate with the resident engineer on State furnished forms, the original copy for transmission to the Bureau of Public Roads and the other two copies are for use by the State.

The filing of weekly affidavits with the resident engineer on a project shall be considered compliance with the regulations for filing such documents.

The contractor and each subcontractor shall report, upon the completion of the contract, a summary statement of all employment, indicating for the completed project the total hours worked and the total amount earned. This report shall be submitted to the resident engineer together with the data required in Section VII hereof relative to materials and supplies.

The submission by the contractor of payrolls, or copies thereof, is not required. However, in accordance with the "Anti-Kickback" regulations referred to above, each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from the date of completion of this contract. The payroll records shall set out accurately and completely the name, occupation and hourly wage rate of each employee, hours worked by him during the payroll period, the full weekly wage earned by him, any deductions made from such weekly wages, and the actual weekly wages paid to him. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative.

The time books of the contractor and subcontractors shall be open to the inspection of the engineers at any time.

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No laborers shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents, nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks or other equipment from individuals.

No such rental agreement, or any charges for feed, gasoline, supplies, or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

**VI. EMPLOYMENT CLASSIFICATION REPORTS.** The contractor and each subcontractor shall furnish, for the weekly payroll periods nearest to January 15, April 15, July 15 and October 15, a summary statement with respect to employment, broken down into the four classifications enumerated below. Such summary statement shall indicate for the payroll period covered the total number of employees, the total hours worked and the total amount earned for each of the four classifications, and the totals for the four classifications combined. The quarterly summary statement data shall be submitted on Form PR-110, which will be furnished for this purpose upon request, or on any other form which provides for reporting identical information.

- (1) Executive or Administrative: Employees in this category shall be classified in accordance with the definitions for Executive and Administrative employees as adopted by the Secretary of Labor under the Fair Labor Standard Act, as amended, and in effect at the time of invitation for bids.
- (2) Skilled: Skilled labor shall include the operators of complex, heavy power equipment and skilled craftsmen of the journeyman grade.
- (3) Intermediate grade: Intermediate grade labor shall include:
  - (a) Operators of power equipment except:  
Complex, heavy power equipment  
Trucks of 1-1/2 tons or less (manufacturer's rated capacity)  
Tractors of less than 20 horsepower (manufacturer's rated capacity)  
Passenger cars.
  - (b) Persons performing any other labor which requires considerable training and experience
- (4) Unskilled: Unskilled labor shall include:
  - (a) Operators of trucks of 1-1/2 tons or less (manufacturer's rated capacity), operators of tractors of less than 20 horsepower (manufacturer's rated capacity), and operators of passenger cars.
  - (b) Helpers to journeyman, craftsmen and all other labor which requires no special skill or experience or the exercise of discretion and independent judgment.

**VII. RECORD OF MATERIALS AND SUPPLIES.** The contractor shall maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed below and in the units shown. Upon completion of the contract, this record, together with the final labor summary required in Section V hereof, shall be submitted to the resident engineer for the project on Form PR-47 in accordance with instructions thereon, which will be furnished for this purpose upon request, or upon any other form which provides for reporting identical information. The quantities for the listed items shall be reported separately for roadway and for structures over 20 feet long as measured along the center line of the roadway.

1. Cement: All cements used, whether standard, natural, high-early-strength, or other special types, shall be reported in barrels.
2. Aggregates (Commercial): This item shall include only those aggregates (sand, gravel and crushed stone or rock) that the contractor purchases from commercial producers and shall be reported either in tons or cubic yards. Aggregates produced by the contractor shall be reported under Item 15.
3. Bituminous Materials: All bituminous materials purchased by the contractor shall be reported in gallons. This item shall include all liquid asphaltic materials such as S.C., M.C., R.C., and emulsion and all asphaltic cements and tars. All petroleum fuels, lubricating oils and grease shall be reported under Item 9, Petroleum Products.
4. Lumber: This item shall include plywood, pressed wood, other form lumber; all lumber used for falsework, bridge timbers, floor planks, guard rail, fences; and any other lumber product, except timber piling, and shall be reported in thousand board feet.
5. Timber Piling: This item shall be reported in linear feet.
6. Corrugated Metal Culvert: This item shall include factory riveted corrugated metal pipe, structural plate pipe, pipe-arches and arches. Quantities for these structures shall be reported in linear feet for each size used.
7. Reinforcing Steel: This item shall be reported in pounds, and shall include all steel used as reinforcing in pavements and/or structural concrete.
8. Structural Steel: This item shall be reported in pounds, and shall include fabricated bridge steel, steel H-piling, and sheet piling.
9. Petroleum Products: This item shall be reported in gallons, and shall include supplies such as gasoline, lubricating oil, grease, diesel fuel or fuel oil used in the operation of equipment or on incidental work connected with the construction of the project.
10. Explosives: This item shall be reported in pounds and shall include all explosives used in the construction of the project. Caps and fuses shall not be included in this item.
11. Ready-mixed Concrete: This item shall include all concrete used on the job that is purchased in a prepared condition ready for placement as it reaches the job and shall be reported in cubic yards.
12. Premixed Bituminous Paving Materials: This item shall include all bituminous paving mixtures, including rock asphalt, used on the job that are purchased in a prepared condition ready for placement as they reach the job and shall be reported in tons.
13. Concrete Culvert and Drain Pipe: This item shall include both plain and reinforced pipe used on the job and shall be reported in linear feet for each size used.
14. Clay Pipe and Drain Tile: This item shall include all clay pipe and tile used on the job and shall be reported in linear feet for each size used.
15. Aggregates Produced (other than Commercial): This item shall include only the quantity of aggregates (sand, gravel, and crushed stone or rock) that is produced by the contractor. The quantity shall be reported either in tons or cubic yards.
16. Miscellaneous Steel: This shall include an estimated total weight of steel products not covered by Items, 6, 7 or 8, such as steel guard-rail, fences, cast iron pipe, tubular piling, joint devices, nails, etc. The quantity shall be reported in pounds.

Where subcontractors are involved the general contractor shall submit either a single report covering work both by himself and all his subcontractors, or he may submit separate reports for himself and for each of his subcontractors.

**VIII. NON-COLLUSION PROVISION.** Section 17(b) of the Federal-Aid Highway Act of 1954 requires as a condition precedent to approval by the Commissioner of Public Roads of the contract for this work that the contractor file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to by the successful bidder before such persons as are authorized by the laws of the State to administer oaths. The original of such sworn statement shall be filed with the State Highway Commission prior to the award of the contract.

The first two sheets of the Instruction to bidders are copies of the affidavit as required by the above paragraph and each bidder shall execute said affidavits in duplicate and return both with his Proposal in the envelope provided for that purpose, addressed to the State Highway Commission at Helena, and properly endorsed to identify the contemplated improvement.

**IX. ASSIGNING OR SUBLetting OF CONTRACT.** All of the Provisions of Article 08.01 of the 1959 Edition of the Standard Specifications for Road and Bridge Construction shall prevail except as herein modified: The Contractor shall give assurance that the minimum wage for labor as stated in his proposal shall apply to labor performed on all work sublet, assigned or otherwise disposed of in any way.

Three (3) certified and duly executed copies of the Subcontract documents accompanied by one (1) certified copy of the Consent of Surety of the prime contractor are required by the State Highway Commission.

**X. SAFETY AND ACCIDENT PREVENTION.** In the performance of this contract, the contractor shall comply with applicable Federal, State and local laws governing safety, health and sanitation. The contractor shall furnish such additional safeguards, safety devices and protective equipment and shall take such actions as the contracting officer may determine are reasonably necessary to protect the life and health of employees and of the public. The contractor shall maintain an accurate record of all accidents arising out of and in the course of employment on work under this contract resulting in death, occupational disease or injury requiring medical attention or causing loss of time from work. The contractor shall report such accidents to the contracting officer on forms furnished by the contracting officer, or with the approval of the contracting officer, may furnish extra copies of forms used to report such accidents to State Workmen's Compensation Commission or other similar official group.



THE STATE HIGHWAY COMMISSION  
HELENA MONTANA

SUPPLEMENTAL SPECIFICATIONS  
EFFECTIVE---JANUARY 1, 1959

PAGE 1 OF 4

SECONDARY  
B. ADDENDA

I. APPLICATION. These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piecework, station work or by subcontract.

The contractor shall insert in each of his subcontracts all of the stipulations contained in these Required Provisions and such other stipulations as may be required.

A breach of any of the stipulations contained in these Required Provisions may be grounds for termination of the contract.

II. EMPLOYMENT LISTS: LABOR SELECTION. A local public employment agency will be designated by the Montana State Employment Service to prepare the employment lists for the project. At or prior to the contract award, the contractor will be advised of the exact designation and location of the agency selected for this purpose, and the name and location of such agency shall be inserted in the contract.

III. NONDISCRIMINATION OF EMPLOYEES. In the performance of this contract, the contractor shall not discriminate against any worker because of race, creed, color, or national origin.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGES. These contract provisions are supplemented elsewhere in the contract by special provisions which set forth certain predetermined minimum wage rates. The contractor shall pay not less than those rates.

V. AFFIDAVITS AND PAYROLLS. The regulations of the Secretary of Labor, under the "Anti-Kickback" Act, as amended, 18 U.S.C. 874, 40 U.S.C. 276c, are hereby made a part of the contract.

In accordance with the above act, as amended, and regulations, each week the contractor and each subcontractor shall furnish to the resident engineer a sworn affidavit, with respect to the wages paid during the preceding weekly payroll period, in the form prescribed by the regulations as follows:

State of \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }

I, \_\_\_\_\_ (name of party signing affidavit),  
(title), being duly sworn, do depose and say: That I pay or supervise the payment of the persons employed by \_\_\_\_\_ (contractor or subcontractor) on the \_\_\_\_\_ (building or work); that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ (contractor or subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full weekly

wages earned by any person, other than permissible deductions, as defined in the regulations under the "Anti-Kickback" Act, as amended, 40 U.S.C. 276c and described below:

(Paragraph describing deductions, if any).

(Signature and Title)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.  
My Commission expires \_\_\_\_\_.

(Signature of Notary)

This affidavit shall be prepared and filed by the contractor and each subcontractor in triplicate with the resident engineer on State furnished forms, the original copy for transmission to the Bureau of Public Roads and the other two copies are for use by the State.

The filing of weekly affidavits with the resident engineer on a project shall be considered compliance with the regulations for filing such documents.

The submission by the contractor of payrolls, or copies thereof, is not required. However, in accordance with the "Anti-Kickback" regulations referred to above, each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from the date of completion of this contract. The payroll records shall set out accurately and completely the name, occupation and hourly wage rate of each employee, hours worked by him during the payroll period, the full weekly wages earned by him, any deductions made from such weekly wages, and the actual weekly wages paid to him. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative.

The time books of the contractor and subcontractors shall be open to the inspection of the engineers at any time.

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No laborers shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents, nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit

the rental of teams, trucks or other equipment from individuals. No such rental agreement, or any charges for feed, gasoline, supplies, or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

**VI. EMPLOYMENT CLASSIFICATION REPORTS.** The contractor and each subcontractor shall furnish, for the weekly payroll periods nearest to January 15, April 15, July 15, and October 15, a summary statement with respect to employment, broken down into the four classifications enumerated below. Such summary statement shall indicate for the payroll period covered the total number of employees, the total hours worked and the total amount earned for each of the four classifications, and the totals for the four classifications combined. The quarterly summary statement data shall be submitted on Form PR-110, which will be furnished for this purpose upon request, or on any other form which provides for reporting identical information.

- (1) Executive or administrative: Employees in this category shall be classified in accordance with the definitions for Executive and Administrative employees as adopted by the Secretary of Labor under the Fair Labor Standards Act, as amended, and in effect at the time of invitation for bids.
- (2) Skilled: Skilled labor shall include the operators of complex, heavy power equipment and skilled craftsmen of the journeyman grade.
- (3) Intermediate grade: Intermediate grade labor shall include:
  - (a) Operators of power equipment except:  
Complex, heavy, power equipment  
Trucks of 1-1/2 tons or less (manufacturer's rated capacity)  
Tractors of less than 20 horsepower (manufacturer's rated capacity)  
Passenger cars
  - (b) Persons performing any other labor which requires considerable training and experience
- (4) Unskilled: Unskilled labor shall include:
  - (a) Operators of trucks of 1-1/2 tons or less (Manufacturer's rated capacity), operators of tractors of less than 20 horsepower (manufacturer's rated capacity), and operators of passenger cars.
  - (b) Helpers to journeyman craftsmen and all other labor which requires no special skill or experience or the exercise of discretion and independent judgment.

**VII. NON-COLLUSION PROVISION.** Section 17(b) of the Federal-Aid Highway Act of 1954 requires as a condition precedent to approval by the Commission of Public Roads of the contract for this work that the contractor file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to by the successful bidder before such persons as are

authorized by the laws of the State to administer oaths. The original of such sworn statement shall be filed with the State Highway Commission prior to the award of the contract.

The first two sheets of the Instruction to Bidders are copies of the affidavit as required by the above paragraph and each bidder shall execute said affidavits in duplicate and return both with his Proposal in the envelope provided for that purpose, addressed to the State Highway Commission at Helena, and properly endorsed to identify the contemplated improvement.

VIII. ASSIGNING OR SUBLetting OF CONTRACT. All of the Provisions of Article 08.01 of the 1959 Edition of the Standard Specifications for Road and Bridge Construction shall prevail except as herein modified: The contractor shall give assurance that the minimum wage for labor as stated in his proposal shall apply to labor performed on all work sublet, assigned or otherwise disposed of in any way.

Three (3) certified and duly executed copies of the subcontract documents accompanied by one (1) certified copy or the Consent of Surety of the prime contractor are required by the State Highway Commission.

IX. SAFETY AND ACCIDENT PREVENTION. In the performance of this contract, the contractor shall comply with applicable Federal, State, and local laws governing safety, health and sanitation. The contractor shall furnish such additional safeguards, safety devices and protective equipment and shall take such actions as the contracting officer may determine are reasonably necessary to protect the life and health of employees and of the public. The contractor shall maintain an accurate record of all accidents arising out of and in the course of employment on work under this contract resulting in death, occupational disease or injury requiring medical attention or causing loss of time from work. The contractor shall report such accidents to the contracting officer on forms furnished by the contracting officer, or with the approval of the contracting officer, may furnish extra copies of forms used to report such accidents to State Workmen's Compensation Commission or other similar official group.

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The provisions set forth below are strictly amendatory and the applicable provisions in the Standard Specifications shall be changed accordingly. It will be in proper order for a book holder to amend the wording in the Specifications book in accordance with these changes.

SECTION 25, CRUSHED TOP SURFACING.

ARTICLE 25.02, MATERIAL, PART (B). PAGE 129.

The wear factor, set forth in the fourth paragraph, shall be "fifty (50) per cent" instead of "forty (40) per cent".

SECTION 46, PORTLAND CEMENT CONCRETE

ARTICLE 46.04(C) (1), FINE AGGREGATES. PAGE 256.

Amend the second paragraph by deleting the last two words "for soundness". Amend the fourth paragraph by deleting the words "at 28 days,".

SECTION 54, PAINTS AND PAINTING

ARTICLE 54.02, PACKING AND MARKING. PAGE 309.

This paragraph shall be amended by adding "Each paint container shall be labeled in accordance with statutes enacted by the 1959 Montana Legislature".



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